

AGREEMENT

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

DATED

January 1, 1973

for

Sanitary Landfill

W. G. Krummrich Plant

Sauget, Illinois

MCO 0545883

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1973, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri (hereinafter called "Monsanto"), and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois (hereinafter called "Sauget"),

WITNESSETH:

WHEREAS, by an Indenture of Lease dated January 1, 1970, extended by letter agreement dated December 29, 1972, Sauget has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Sauget, Illinois (hereinafter called the "Leased Property"); and

WHEREAS, Sauget proposes to operate on the Leased Property a sanitary landfill (hereinafter called the "Landfill") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Sauget hereby agree as follows:

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1. Operation of Landfill. Sauget shall operate the Landfill on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Landfill, and for the unloading of such wastes at the Landfill. In disposing of material in said Landfill, Monsanto and all third parties employed by it for such purposes shall comply with all provisions of this Agreement. In the event of any breach of such provisions by any third party, Sauget shall notify Monsanto which shall not thereafter use or employ such third party. Sauget shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Landfill. Monsanto shall notify Sauget of the Monsanto employee (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Scavenging Forbidden. Under no circumstances shall any materials or containers which have been delivered to the Landfill by Monsanto for disposal be scavenged or retrieved for reuse or resale. Sauget covenants that it will use its best efforts to assure that this prohibition is reasonably implemented.

3. Price. In full payment for Sauget's entire performance of its work under this Agreement, Monsanto shall pay to Sauget each month the sum of Four Thousand One Hundred Dollars (\$4,100.00).

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4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Sauget on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within twenty days after receipt of such invoice in proper form, Monsanto shall pay to Sauget the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Sauget shall strictly comply with all safety provisions set forth in the Specifications. Sauget shall take all other necessary steps and precautions for the safe operation and maintenance of the Landfill. Sauget shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Sauget shall be conducting operations at the Landfill. During the periods in which the gates and fences are unlocked for the conducting of landfill operations, Sauget personnel shall allow entry only to Monsanto personnel and properly authorized third parties.

(b) In operating the Landfill, Sauget shall observe and comply with all applicable Federal, State and local laws and regulations.

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(c) In operating the Landfill and performing its work under this Agreement, Sauget shall be an independent contractor and shall have complete control of all of its employes and operations. All personnel employed by Sauget shall be employes of Sauget and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Sauget agree that, in the event of changes in the wage rates of Sauget's personnel or the premature need for replacement of Sauget's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the anniversary date of this Agreement by giving to the other party at least thirty days' prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Sauget shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Landfill unless caused by the sole negligence of Monsanto, or (b) other activities of Sauget pursuant to this Agreement.

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7. Insurance by Sauget. Sauget shall take out and maintain during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Sauget's employees engaged in work in connection with the operation of the Landfill. To the extent that any such employees are not protected by such a statute, Sauget shall also provide Employer's Liability Insurance in an amount not less than \$500,000 for bodily injury by accident or disease, including death at any time resulting therefrom.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Landfill, whether such operations be by Sauget or any person directly or indirectly employed by Sauget, and covering liabilities assumed by Sauget pursuant to paragraph 6 above. The amount of such insurance shall be not less than: (i) \$200,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one occurrence; and (ii) \$200,000 for damage to property on account of each accident.

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(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Sauget in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$200,000 for injury to, or for the death of, any one person, in an amount not less than \$500,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in a form satisfactory to Monsanto and Sauget shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. R. A. Miller, Purchasing Supervisor, Monsanto Company, W. G. Krummrich Plant, Sauget, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

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8. Term and Termination. This Agreement shall commence on January 1, 1973 and shall expire on December 31, 1975 unless sooner terminated. This Agreement may be terminated at any time for any reason by either party giving at least thirty days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Sauget of its obligations as set forth in paragraphs 6 and 7 above.

9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Sauget with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated January 1, 1970 between Monsanto and Sauget and Company. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Sauget and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

By R. A. Miller psh

SAUGET AND COMPANY

By Paul Sauget

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SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
SAUGET, ILLINOIS

dated
January 1, 1973

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SECTION A

Operation of Sanitary Landfill

1.0 Scope

1.1 The work to be performed is the operation of a Sanitary Landfill on the River Terminal property owned by Monsanto and leased to Sauget by an Indenture of Lease dated as of January 1, 1973.

2.0 Location

2.1 The Landfill is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-179-G1.

3.0 Equipment

3.1 Sauget shall furnish all equipment necessary for the operation of the Sanitary Landfill. This includes the operation and maintenance of such equipment.

4.0 General Operating Instructions

4.1 The materials to be encountered in the operation of the Landfill will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the fill site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

4.2 Liquid materials shall be discharged onto leveled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be leveled and the retaining walls adjusted to receive the next load of liquid waste.

4.3 Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

4.4 It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure, the revision will be adopted as directed by the Engineer.

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4.5 Cover Material. Cover and filling material will be secured from the Krummrich Plant Power Department, Monsanto's J. F. Queeny Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the Landfill and stored as directed by the Engineer.

4.6 Appearance and Scavenging. It shall be necessary to keep the Landfill smooth and neat in appearance at all times. No scavenging shall be permitted.

4.7 Fire Protection. Hose lines shall be provided at the Landfill at all times. It shall be necessary to wet down the Landfill to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area. During the first year of this Agreement Monsanto will install a temporary water line along the fence line at the west side of the Leased Property to connect to two fire hydrants at the Landfill.

4.8 Use of Landfill. This Landfill shall be operated by Sauget for the sole use of Monsanto.

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SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

1.0 Job Site Location

1.1 Monsanto Company, William G. Krummrich Plant, Sauget, Illinois.

2.0 Definitions

2.1 The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3.0 Responsibility

3.1 In all operations under the Agreement, Sauget shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

3.2 Sauget shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Sauget, however, shall notify the Engineer of its intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

3.3 Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Sauget, when so requested by the Engineer.

3.4 Sauget shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4.0 Interference with Plant Operation

4.1 Sauget shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Sauget's employees are prohibited from entering any plant area except those areas to which they are assigned. Prohibited areas for Sauget's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

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5.0 Cameras

5.1 Both taking of pictures and the possession of a camera in the Plant are prohibited.

6.0 Monsanto Equipment

6.1 Monsanto equipment will not be loaned to Sauget's employees.

7.0 Storage of Material

7.1 The receipt and storage of Sauget's materials (not furnished by Monsanto) will be the responsibility of Sauget. Outdoor storage space will be available to Sauget but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

8.0 Telephone

8.1 Telephone service, if desired, must be arranged and paid for by Sauget.

9.0 Toilet Facilities

9.1 Job toilet facilities may be provided by Sauget. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Sauget will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

10.0 Water

10.1 Sauget will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

11.0 Safety

11.1 Sauget shall have read and shall be familiar with the Occupational Safety and Health Act of 1970, as amended, and shall comply fully with all applicable regulations therein during and with respect to its entire performance of this Agreement.

11.2 All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

11.3 All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Sauget's employees. Some of these regulations are listed below.

12.0 Smoking

12.1 Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Sauget smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

13.0 Aisles and Exits

13.1 Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

14.0 Excavations; Overhead Work

14.1 Sauget shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

14.2 All excavations shall be barricaded each time Sauget's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

15.0 Traffic Rules

15.1 The speed limit is 15 M.P.H.

15.2 Vehicles shall stop at all stop signs.

15.3 Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

16.0 First Aid

16.1 First aid and emergency treatment for all injuries incurred by Sauget's employes should be received at Monsanto's Dispensary. Sauget shall promptly notify the Engineer of any injury to Sauget's employes and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

17.0 Fire Protection

17.1 Sauget shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. It shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

17.2 Should a hazardous condition develop in the area, Sauget shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

18.0 Fire

18.1 Sauget shall familiarize all personnel working directly or indirectly for it with the following rules to be followed in case of fire:

18.1.1 To report a fire - go to any plant telephone, dial Station 2000 and give the designation of the building or area in which the fire is located.

18.1.2 If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.

18.1.3 Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.

18.1.4 In case of a fire on the job site for which the Fire Department is called, all personnel other than Sauget's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

19.0 Industrial Hazards

19.1 Sauget shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

20.0 Pipes

20.1 Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

21.0 Wiring

21.1 No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

22.0 Clean-up of Job

22.1 Sauget must keep the area of its work clean and promptly remove any excess materials or equipment.

23.0 Use of Intoxicants

23.1 Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

24.0 Railroad Clearances

24.1 When it is necessary to work adjacent to a switch track care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

SECTION C

Drawing List

The following drawing has been prepared by Monsanto Industrial Chemicals Company, an operating unit of the Monsanto Company:

| <u>DRAWING</u> | <u>REV.</u> | <u>DATE</u> | <u>TITLE</u> |
|----------------|-------------|-------------|---|
| D-179-G1 | 1 | 12/15/69 | River Terminal Property Topographic Survey for Proposed Waste Dump |

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